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July 16, 2012

**For Purposes of
Settlement**

VIA FACSIMILE (973-297-4906) AND (ECF)

The Honorable Madeline Cox Arleo, U.S.M.J.
M.L. King, Jr. Federal Bldg. & U.S. Courthouse
Room 2060
50 Walnut Street
Newark, NJ 07101

Re: *Dr. Milton Prystowsky v. TGC Stores, et al.*
U.S. District Court for the District of New Jersey
Civil Action No. 2:07-cv-00072(SDW)(MCA)

Dear Judge Arleo:

Defendant Pride Mobility Products (“Pride”) and Third-Party Defendant Phoenix Mecano, Inc. (“Phoenix”) respectfully request Your Honor’s assistance in resolving an impasse with Plaintiffs and ADT relating to the settlement agreement reached by Plaintiffs, Pride, and Phoenix.

The final pre-trial conference in this matter is scheduled before Your Honor tomorrow morning at 10:00 a.m. Plaintiffs believe the conference will be used in part to attempt to resolve remaining claims in this lawsuit. ADT has a cross-claim against Pride and Phoenix for indemnification and contribution¹ that remains unresolved. Pride and Phoenix request permission to setup a conference call tomorrow morning with Your Honor, Plaintiffs, and ADT regarding this matter.

Background/Summary of Issue

With Your Honor’s assistance, on May 31, 2012, Plaintiffs, Pride, and Phoenix settled all claims among them, and on July 11, 2012, the Honorable Judge Susan D. Wigenton filed an Order dismissing the case as to Pride and Phoenix.

¹ On February 10, 2009, ADT filed its Answer to the Second Amended Complaint and Crossclaim stating that ADT asserts cross-claims against “each party now or hereafter joined.” (Dkt. No. 40 at p. 19).

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ADT's cross-claim against Pride and Phoenix should be dismissed because, *inter alia*, ADT's origin and cause expert, Paul Tekorius, has testified that the subject lift chair was not the cause of the fire.

ADT has expressed a willingness to voluntarily dismiss its cross-claim against Pride and Phoenix, but has conditioned its dismissal of the cross-claim on receiving a copy of the agreement memorializing the settlement among Plaintiffs, Pride, and Phoenix. Plaintiffs have requested that Pride and Phoenix not provide a copy of the agreement to ADT. The agreement has a confidentiality provision.

Pride and Phoenix have been working to overcome this impasse without success. With trial only a few weeks away, Pride and Phoenix respectfully request Your Honor assist the parties with resolving this issue. Resolution of this issue would be helpful to resolving the remaining claims between Plaintiffs and ADT.

Thank you in advance for your consideration of this request.

Very truly yours,

GORMAN & WILLIAMS

MARSHALL, DENNEHEY, WARNER
COLEMAN & GOGGIN

By: /s/ Charles L. Simmons, Jr.

By: /s/ Matthew S. Schorr

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cc: All Counsel (ECF)